Lord Annesley, 2 Sch. & Lef. 607, 634. Many courts of law followed this equitable rule in construing the statute of limitations. *First Massachusetts Turnpike* v. *Field*, 3 Mass. 201; *Sherwood* v. *Sutton*, 5 Mason (U. S.) 143. See *Bree* v. *Holbech*, Dougl. 654. *Contra, Troup* v. *Executors of Smith*, 20 Johns. (N. Y.) 33. Later, many of the state codes lent express legislative sanction by providing that the statute should not run until "discovery of the fraud." See WOOD, LIMITATIONS, 3 ed., § 274, appendix. Even under such enactments the statute is held to run not only from actual knowledge of the fraud, but also whenever both the means of discovery and a reasonable cause for suspicion coexist. *Archer* v. *Freeman*, 124 Cal. 528, 57 Pac. 474; *Higgins* v. *Crouse*, 147 N. Y. 411, 42 N. E. 6; *Smalley* v. *Vogt*, 166 S. W. 1 (Texas). When, therefore, as in the principal case, a relation of confidence between the parties prevents suspicion, the statute does not run. *Kirkley* v. *Sharp*, 98 Ga. 484, 25 S. E. 562; *Arkins* v. *Arkins*, 20 Colo. App. 123, 77 Pac. 256. But the court in the principal case rested its decision on the ground that as the plaintiff had read the conveyance, she had "actual notice of the character of the instrument." Since stupidity, ignorance, or, as in the principal case, inattention born of confidence may prevent comprehension of what is read, such notice is not in fact the necessary result of reading the conveyance. Nor on the ground of policy should such notice be conclusively presumed in an action for fraud, for neither is there culpability in a failure to understand what is read nor should the courts protect a fraudulent defendant on the ground of the credulity of the plaintiff. *Fargo Gas & Coke Co.* v. *Fargo Gas & Electric Co.*, 4 N. D. 219, 59 N. W. 1066.

MASTER AND SERVANT — WORKMAN'S COMPENSATION ACTS — CONSTRUCTION OF CLAUSE EXCLUDING OTHER REMEDIES. — An injured seaman applied for a *mandamus* to the Industrial Insurance Commission to compel his employer to reimburse him for his injury in accordance with the Workman's Compensation Act, which excludes "every other remedy, proceeding, or compensation." 1913 SUPP. WASH. STAT. 667. *Held*, that the plaintiff is not entitled to the benefit of the act. *State* v. *Daggett*, 151 Pac. 648 (Wash.).

Under a similar statute, 1914 SUPP. N. Y. COMP. STAT. 997, it was held that an injured maritime servant could recover. *Walker* v. *Clyde Steamship Co.*, 765 N. Y. Comb. 529 (Ct. of App.).

An injured maritime servant can sue in admiralty for damages. *The Slingsby*, 116 Fed. 227. The Judiciary Act, which confers admiralty jurisdiction on the federal courts, saves "to suitors in all cases the right to a common-law remedy where the common law is competent to give it." 1 U. S. COMP. STAT. 516. This clause has been construed by the courts to include the statutory remedy created by a Workman's Compensation Act. *Berton* v. *Tietjen, etc. Co.*, 219 Fed. 763; *Kennerson* v. *Thames Towboat Co.*, 94 Atl. 372 (Conn.). On the other hand, any attempt by a state to modify the admiralty jurisdiction of the federal courts over such a case must necessarily fail. *Workman* v. *City of New York*, 179 U. S. 552, 557. See *The Fred E. Sander*, 208 Fed. 724, 730. Now a statute should not be construed as in conflict with the Constitution and laws of the United States, when it will bear any other interpretation. See *Knights, etc. Co.* v. *Jarman*, 187 U. S. 197, 201. It thus follows that the remedy created by the Workman's Compensation Acts should be construed as a substitution for former common-law remedies only, and so be coexistent with a remedy in admiralty, in the case of an injured seaman. *The Fred E. Sander*, *supra*. Hence the fact that an exclusive remedy cannot be given in admiralty should not deprive a maritime servant of the benefit of the act.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACT — ADMISSIBILITY OF HEARSAY BEFORE ADMINISTRATIVE TRIBUNAL. — An employee

was taken ill while at work and died two weeks later from the effects of an internal hemorrhage which might have been caused by muscular strain or exertion. Declarations of the deceased employee furnished the only evidence as to whether the injury arose "out of and in the course of the employment." The Workmen's Compensation Act having authorized the disregard of "technical rules of evidence," the commission based its award upon this hearsay testimony. *Held*, that the award must be annulled, the rule against hearsay not being a "technical rule." *Englebretson* v. *Industrial Accident Commission*, 151 Pac. 421 (Cal.).

On a similar state of facts the New York Workmen's Compensation Commission based an award upon declarations of the deceased employee as to the circumstances of his injury, under an act providing that the commission "shall not be bound by common law or statutory rules of evidence." *Held*, that the award should be affirmed. *Carroll* v. *Knickerbocker Ice Co.*, 155 N. Y. Supp. 1.

For a discussion of these cases, see NOTES, p. 208.

MUNICIPAL CORPORATIONS — ASSESSMENTS FOR LOCAL IMPROVEMENTS — VALIDITY OF FRONTAGE ASSESSMENT FOR PAVING STREET OF VARYING WIDTH. — The assessment for paving a street eight blocks long in defendant city was levied equally in proportion to the frontage of the lots, regardless of the varying width of the street. *Held*, that the assessment was valid. *Kaplan* v. *City of Macon*, 86 S. E. 219 (Ga.).

A special assessment is levied for the purpose of collecting part or all of the cost of an improvement from the property especially benefited by it. *State* v. *Jersey City*, 36 N. J. L. 56. See 21 HARV. L. REV. 533. Consequently the amount of the assessment must not substantially exceed the benefit to the property. *Norwood* v. *Baker*, 172 U. S. 269; *Weed* v. *Boston*, 172 Mass. 28, 51 N. E. 204. See 2 PAGE & JONES, TAXATION BY ASSESSMENT, § 651. Assessments by the frontage method have, however, been generally upheld, on the theory that this method will usually approximate a just result. *Sears* v. *Boston*, 173 Mass. 71, 53 N. E. 138; *Ramsey Co.* v. *Robert P. Lewis Co.*, 72 Minn. 87, 75 N. W. 108. But such assessments are invalid as a confiscation of property without compensation if, in fact, the amount assessed on any property greatly exceeds the benefit received thereby from the improvement. *White* v. *Tacoma*, 109 Fed. 32. In the principal case there is nothing to show that a uniform application of the frontage method would be unjust, or that property fronting on a wide part of the street would reap a greater benefit from the paving than that facing a narrower part. Giving proper effect to the presumption of the validity of the legislative act, the case seems right. See *French* v. *Barber Asphalt Co.*, 181 U. S. 324; *Savannah* v. *Weed*, 96 Ga. 670, 23 S. E. 900.

QUASI-CONTRACTS — RECOVERY FOR BENEFITS CONFERRED WITHOUT CONTRACT — RIGHT OF LIFE BENEFICIARY TO LIEN ON INSURANCE POLICY FOR PREMIUMS VOLUNTARILY PAID. — Insurance policies on a husband's life were assigned with other property to trustees for the use of the wife for life and then for her child. The husband covenanted to pay the premiums, and the trustees had discretion to pay them if he failed to do so. The husband being unable to make the payments, the wife paid the premiums for twenty-five years. On the husband's death the wife claimed a lien on the proceeds of the policy for the amount she paid. *Held*, that she cannot recover. *In re Jones' Settlement*, [1915] 1 Ch. 373.

One who pays the debt of another, unless the payment was unreasonable or officious, may recover the amount from that other on general quasi-contract principles. *Exall* v. *Partridge*, 8 T. R. 308. See 25 HARV. L. REV. 77; 24 HARV.